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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MARK SNOOKAL, an individual,

Plaintiff,

vs.

CHEVRON USA, INC., a California  
Corporation, and DOES 1 through 10,  
inclusive,

Defendants.

) CASE NO.: 2:23-cv-6302-HDV-AJR

)

)

) **PLAINTIFF MARK SNOOKAL'S REPLY**  
) **TO DEFENDANT CHEVRON USA, INC'S**  
) **OPPOSITION TO PLAINTIFF'S**  
) **MOTION FOR ATTORNEYS' FEES AND**  
) **COSTS**

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) District Judge: Hon. Hernan D. Vera  
) Magistrate Judge: Hon. A. Joel Richlin  
) Action Filed: August 3, 2023  
) Trial Date: August 19, 2025

)

) Hearing Date: November 13, 2025  
) Hearing Time: 10:00 a.m.  
) Courtroom: 5B

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1 **I. INTRODUCTION**

2 Defendant Chevron U.S.A. Inc., does not dispute that under the Fair Employment and  
3 Housing Act, Gov't Code §12965, Plaintiff is entitled to attorney fees and costs. Defendant  
4 complains about the amount of attorney fees requested by Plaintiff, yet Defendant conveniently  
5 omits several important facts, including that this case was tenaciously litigated because of  
6 Defendant's obstructive discovery tactics, which necessitated the intervention of Magistrate  
7 Judge Richlin on two occasions and resulted in the filing of two Ex Parte Applications. It was  
8 Defendant's litigation conduct that necessitated many hours for which fees are sought. As the  
9 Court in a very recent decision, *Bronshteyn v. Dept. of Consumer Affairs*, (9/17/25) 114  
10 Cal.App.5<sup>th</sup> 537, stated:

11 "When the plaintiff files a case with the prospect of recovering attorney fees, the defense  
12 is fully entitled to fight hard. But the defense does so knowing it might end up paying for all the  
13 work for both sides. Filing a flood of unselective and fruitless motions can be counterproductive  
14 if the plaintiff ultimately prevails, for the bill for that flood will wash up on the defense doorstep.  
15 Then the court may look with a wary eye at defense complaints about a whopping plaintiff's  
16 bill."

17 Similarly, as the Court in *Cuff v. Trans States Holdings, Inc.* (7<sup>th</sup> Cir. 2014), 768 F.3d  
18 605, 611 stated:

19 "A business that can establish a reputation for intransigence may end up not paying  
20 damages and not having to defend all that often either, because if a prevailing party who  
21 litigates to victory gets only a small award of fees the next would-be victim will see that  
22 litigation is futile and the employer won't have to repeat the costly defense. That's why  
23 we held in *BCS Services, Inc. v. BG Investments, Inc.*, 728 F.3d 633 (7th Cir. 2013), that  
24 hyperaggressive defendants who drive up the expense of litigation must pay the full costs,  
25 even if legal fees seem excessive in retrospect. That principle controls here-or, more  
26 properly, the district judge did not abuse his discretion in thinking that it controls and  
27 deeming Cuff's legal expenses reasonable in light of the defendants' conduct."

28 ///

1 Defendant suggests to the Court that it should (1) reduce the hourly rates requested; (2)  
2 reduce the number of hours of recoverable work by applying across-the-board percentage  
3 reductions based on alleged block billing, vague entries, and other billing practices; (3) decline to  
4 award a multiplier; and (4) apportion the fees by 50% to account for Plaintiff's unsuccessful  
5 claims. Defendant unabashedly proposes that this Court award a mere 11.5% of what Plaintiff  
6 seeks, or a total of only \$276,249.64 in fees—despite Plaintiff's \$4 million jury verdict.

7 For the reasons set forth below and in the accompanying declarations of attorneys  
8 Dolores Y. Leal and Olivia Flechsig, Plaintiff respectfully requests the Court dismiss  
9 Defendant's arguments and grant Plaintiff's motion for attorneys fees with a 2.0 multiplier and  
10 costs.

11 **II. PLAINTIFF'S HOURLY RATES ARE REASONABLE AND DEFENDANT'S**  
12 **REQUEST TO DECREASE THEM SHOULD BE DENIED**

13 Defendant's counsel created Exhibits A through A-7 which are purportedly excerpts from  
14 Plaintiff's counsel's time entries. (Kennedy Decl. ¶¶5-12). The font is so small that it is  
15 illegible. Courts have the discretion to reject or refuse to consider exhibits or documents that are  
16 illegible or difficult to read as the font size is too small, as legibility is essential for fair judicial  
17 proceedings and compliance with procedural rules.

18 Central District California, *L.R. 11-3.1 "Legibility"* provides: "All pleadings, motions,  
19 affidavits, declarations, briefs, points and authorities, and other documents, including all exhibits  
20 thereto (hereinafter collectively referred to as "documents"), presented for filing or lodging with  
21 the Clerk shall be typewritten or printed, or prepared by a photocopying or other duplicating  
22 process **that will produce clear** and permanent copies **equally legible** to printing, in black or  
23 dark blue ink...."

24 Plaintiff respectfully requests the Court reject these Exhibits. Defendant could have very  
25 easily printed the information vertically with larger font so the Court and Plaintiff could have  
26 read and considered the information with ease. Nonetheless, relying on the description of the  
27 Exhibits in the declaration by defense counsel Ms. Kennedy of Exhibits A to A-7, Plaintiff  
28 addresses their arguments.

1           **A.     Hourly Rates**

2           Exhibit A purports to show “Plaintiff’s requested hourly fee rates, as well as with  
3 Defendant’s proposed hourly fee rate given reasonable rates in the Los Angeles market, notations  
4 as to reasons for fee reductions and total amount of fees given the hourly rates set forth.”

5           As is required by the local rules, prior to filing the motion for attorneys fees/costs,  
6 Plaintiff’s counsel met and conferred with defense counsel. They discussed Plaintiff’s counsel’s  
7 hourly rates and whether defense counsel would stipulate to the amounts. Ms. Leal was told that  
8 they would not stipulate. When Ms. Leal inquired if Sheppard Mullin would provide *their* hourly  
9 rates to compare, Ms. Leal was told no. (Leal Decl. ¶ 5) Their refusal should raise concerns.

10          Defendant’s proposal to drastically reduce Plaintiff’s counsels’ hourly rates overlooks the  
11 fact that Sheppard Mullin’s employment law attorneys charge rates that are substantially higher  
12 than those of Plaintiff’s counsel. The declaration by Olivia Flechsig filed concurrently herewith  
13 shows hourly rates of **Sheppard Mullin labor and employment attorneys with significantly**  
14 **less experience, yet have higher hourly rates.** (Flechsig Decl. ¶3)<sup>1</sup> Sheppard Mullin partner  
15 Mr. Yousafzadeh’s hourly rate 2 years ago was \$1,065. Mr. Yousafzadeh was licensed in 2005  
16 (or 17 years after Ms. Leal). Sheppard Mullin Associate John Jung’s hourly rate in 2022 was  
17 \$715. Note, however the State bar website shows he was licensed in 2023. (Flechsig Decl. ¶6)  
18 Hence, Ms. Flechsig who was licensed in 2021 has more experience and is requesting less than  
19 Mr. Jung’s hourly rate 3 years ago.

20          If lead defense counsel Ms. Kennedy’s hourly rates are indeed at or higher than Ms.  
21 Leal’s hourly rate (\$1200), it would clearly demonstrate that Ms. Leal’s rate is reasonable  
22 inasmuch as Ms. Kennedy has been practicing employment law since December 1990 (per the  
23 State Bar website) or 2 ½ years less than Ms. Leal (June 1988). The same is true with respect to  
24 \_\_\_\_\_

25          <sup>1</sup> The declaration filed by an attorney with Sheppard Mullin, stated: “Babak Yousafzadeh, a **partner** has been  
26 practicing law in California for over **eighteen years**, and is a labor and employment specialist. . . **Mr.**  
27 **Yousafzadeh’s regularly hourly rate during the pendency of this litigation are as follows: \$860/hr in 2020;**  
**\$925/hr in 2021; \$985/hr in 2022; and \$1,065/hr in 2023.”**

28          The declaration further attests regarding an **associate**: “John Jung has been practicing law in California for over **five**  
**years**, and is also an employment specialist in the labor and employment group of Sheppard Mullin. **Mr. Jung’s**  
**regular hourly rate in 2022, at the time he performed the relevant work on this matter was \$715 per hour.”**

1 defense counsel Robert Mussig (December 2005) and Sarah Fan (December 2019), their hourly  
2 rates would be relevant in determininig whether Plaintiff's counsels' rates are reasonable. (Leal  
3 Decl. ¶(6) Ms. Flechsig, who has been practicing since January 2021, did an outstanding job  
4 during pre-trial discovery, at trial, examining adverse witnesses, making the opening and closing  
5 statements. As other Plaintiff employment attorneys have attested in the declarations filed in  
6 Support of Plaintiff's Motion for Attoarneys Fees, Plaintiff Snookal's counsels' hourly rates are  
7 well within the industry standard.

8 That the hourly fees are well within the industry standard is reflected in *Bronshteyn v*  
9 *Department of Consumer Affairs, supra*, decided on September 17, 2025, the same day Plaintiff  
10 filed his motion for attorneys fees. *Bronshteyn* is, extremely similar to this matter. Plaintiff  
11 Bronshteyn alleged disability discrimination, failure to accommodate, and failure to engage in an  
12 interactive process. The jury returned a verdict of \$3.3 million. The Court of Appeal affirmed the  
13 trial court's attorneys' fee award of \$4,889,786.03 and a 1.75 multiplier for fees incurred up to  
14 and including the jury verdict, and a 1.25 enhancement for hours worked after the verdict.  
15 *Bronshteyn* had a total of 7 attorneys representing her.<sup>2</sup> Lead counsel, Jean Hyams, and Sharon  
16 Vinick have been practicing approximately the same time as Ms. Leal. (Leal Decl. ¶(8) The  
17 Court awarded an hourly rate \$1,100 for Jean Hyams who has 1 ½ years less experience than  
18 Plaintiff's counsel, Ms. Leal. *Supra* 114 Cal.App.5<sup>th</sup> at p.545.

19 **III. THE NUMBER OF HOURS EXPENDED WAS REASONABLE AND**  
20 **NECESSARY**

21 As the Court in *Bronshteyn* very recently noted, "The trial court was entitled to approach  
22 the Deparrment's attack on the number of hours with skepticism, for the Department did not  
23 disclose the number of hours its lawyers worked. *Supra*, 114 Cal.App.5<sup>th</sup> at 547. While Chevron  
24

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25 <sup>2</sup> Defendant Chevron argues that "the involvement of five attorneys was unnecessary for litigating a straightforward  
26 FEHA case." In *Bronshteyn v. Depaetment of Consumer Affairs, supra*, in response to a similar argument, the court  
27 stated: "[t]he fact that [the Department] did not settle the case early might or might not be good litigation strategy or  
28 [Bronshteyn] shouldn't have spent money litigating to try the case, which is reflected in the number of hours that  
[counsel] billed." at p. 540.



1 challenges the amount of time spent by Plaintiff's counsel, Defendant Chevron, like Defendant  
2 Department of Consumer Affairs similarly did not disclose the number of hours *they* expended  
3 on the case. Perhaps if Chevron disclosed their number of hours, the Court would be able to  
4 determine whether the number of hours expended by Plaintiff's counsel were reasonable.

5 As expressed in the declaration concurrently filed by Ms. Flechsig, the amount of work  
6 was necessitated in part because of Defendant counsels' obstreperous discovery tactics which are  
7 detailed in Ms. Flechsig's declaration filed concurrently herewith. (Flechsig Decl. ¶¶ 9, 16, 22)

8 Defendant argues that Plaintiff's billing records contain improper "block-billing" that  
9 should warrant a 30% reduction. (Def. Opp. at pp. 8-10.) In fact, "[t]he trial court is in a position  
10 to determine whether the tasks described in each month's statement reasonably required the total  
11 amount of time billed each month." *Nightingale v. Hyundai Motor America* (1994) 31 Cal.App.  
12 4th 99, 103. A reduction for block-billed hours may not be appropriate if "individual tasks are  
13 specified" and the entries are "detailed enough for the Court to assess the reasonableness of the  
14 hours billed." *Campbell v. Nat'l Passenger R.R. Corp.*, 718 F.Supp.2d 1093, 1103 (N.D. Cal.  
15 2010); *see also Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 947 (9<sup>th</sup> Cir. 2007).

16 The time entries submitted by Plaintiff's counsel list all compensable tasks performed.  
17 Moreover, where multiple tasks are listed, each task is identified so the Court can assess the  
18 reasonableness of the hours billed for the tasks identified. While some tasks could have been  
19 separated into more discrete entries, they are detailed enough for the Court to determine that the  
20 hours billed are reasonable. Accordingly, a reduction for block-billed entries is not warranted.

21 Second, Defendant asserts that entries such as "office conference" are too vague and  
22 should be reduced. (Def. Opp. at p. 10.) There is no legal authority for the proposition that the  
23 specific topic of discussion at a meeting or conference is required. To have such a requirement  
24 would invade the attorney-client relationship and/or attorney work-product privilege. The entries  
25 provided are sufficiently detailed to allow the Court to evaluate reasonableness.

26 Third, Defendant claims that certain tasks were "clerical" or "administrative" in nature  
27 and should not be recoverable. (Def. Opp. at pp. 11-12.) However, Plaintiff's counsel exercised  
28 billing judgment throughout this litigation. The Court is reminded that in an exercise of billing

1 judgment, Plaintiff's counsel did not record and bill for time spent throughout the litigation  
2 conferring with named partners regarding the case. Moreover, the billing statements reflect that  
3 the named partners did not bill for any time they spent on this matter discussing strategy with  
4 Ms. Leal. (Leal Decl. ¶9) Plaintiff's counsel also did not have their administrative  
5 assisistant/paralegals bill their time in this matter. (Leal Decl. ¶10).

6 Plaintiff's counsel has voluntarily excluded 1.6 hours spent by attorney Ms. Stephen on  
7 administrative duties (\$720.00) and 1.0 hour for Ms. Leal because of an erroneously included  
8 "prospective calls" entry (\$1,200). (Leal Decl. ¶¶12).

9 Fourth, Defendant argues that hours should be reduced for alleged duplicative meetings  
10 and inconsistent entries. (Def. Opp. at pp. 10-11). This argument ignores the complexity and  
11 demands of this litigation. With multiple attorneys working on different aspects of the case,  
12 coordination meetings were necessary and appropriate. The staffing of this case was reasonable,  
13 with Ms. Leal and Ms. Flechsig handling almost all of the case's elements from its inception  
14 through trial. Plaintiff's counsel refrained from billing or requesting time spent in consultation  
15 with its named partners, and for time incurred by non-attorney staff. (Leal Decl. ¶¶9-10).

16 Most importantly, Defendant's discovery obstruction directly caused many of the  
17 extensive hours for which fees are sought. Defendant conveniently omits the fact that this case  
18 was tenaciously litigated because of Defendant's obstructive discovery tactics, which  
19 necessitated the intervention of Magistrate Judge Richlin on two occasions. (Flechsig Decl. ¶¶  
20 16, 18-22). The Court ruled on Plaintiff's First Ex Parte Application on November 27, 2024,  
21 noting Defendant "failed to identify a key witness in Interrogatory responses," "delayed in  
22 producing relevant documents until the eve of crucial depositions," and that Defendant's  
23 "dilatory tactics negatively affected Plaintiff's ability to take discovery on issues central to  
24 Chevron's pending motion for summary judgment." (Dkt. 37.) The Court stated it "[wa]s not  
25 persuaded that Defendants' (sic) delays were necessary or reasonable." (Id.) The Court reopened  
26 discovery for 90 days and continued the trial. (Dkt. 38.)

27 Defendant cannot now claim that Plaintiff's hours were unreasonable when their own  
28 unreasonable settlement posture and dilatory tactics caused Plaintiff to incur these hours. As the

1 Seventh Circuit Court of Appeals observed in *Cuff v. Trans States Holdings, Inc.*, 768 F.3d 605,  
2 611 (7th Cir. 2014), “hyperaggressive defendants who drive up the expense of litigation must  
3 pay the full costs, even if legal fees seem excessive in retrospect.”

4 Plaintiff Snookal respectfully urges that Defendant’s requests for reductions be rejected  
5 and that the Court find the number of hours expended were reasonable and necessary.

6 **IV. A 2.0 MULTIPLIER IS WARRANTED**

7 “It is not unusual for counsel to ask for a multiplier in contingent fee cases.” *Bernardi v.*  
8 *County of Monterey* (2008) 167 Cal.App.4th 1379, 1399. “The purpose of a multiplier is to  
9 reward the prevailing attorney with an increased fee in light of the extrinsic *Ketchum* factors: the  
10 importance and difficulty of the litigation; the novelty of the issues involved; the risk of  
11 nonpayment for the attorney’s services (the contingency factor); the skill of the attorney in  
12 presenting the case; and the magnitude of the results obtained.” *Ketchum, supra*, 24 Cal.4th at  
13 1132-1134; *Caldera v. Department of Corrections and Rehabilitation* (2020) 48 Cal.App.5th  
14 601, 607. These factors were addressed in Plaintiff’s Motion for Attorney Fees.

15 A “multiplier,” also referred to as a “contingent risk enhancement” is “to compensate for  
16 the risk of loss generally in contingency cases as a class.” *Beasley v. Wells Fargo Bank* (1991)  
17 235 Cal.App.3d 1407, 1419 (disapproved on other grounds). Defendant’s argument that a  
18 contingent risk does not warrant a multiplier is negated by case law cited in Plaintiff Snookal’s  
19 Motion for Attorney Fees and Costs at pp. 9-13.

20 Moreover, in *Horsford v. Board of Trustees of California State University* (2005) 132  
21 Cal.App.4th 359, 399-400, the Court stated, “the trial court abused its discretion in failing to  
22 consider the relevant factors for awarding an enhancement multiplier. In particular, as reiterated  
23 by the Supreme Court in *Ketchum v. Moses, supra*, 24 Cal.4th at pages 1132–1134, “the market  
24 value of the services provided by plaintiffs’ counsel in a case of this magnitude must take into  
25 consideration that any compensation has been deferred for up to four years from the time an  
26 hourly fee attorney would begin collecting fees from his or her client; that the demands of the  
27 present case substantially precluded other work during that extended period, which makes the  
28 ultimate risk of not obtaining fees all the greater (since the attorneys must use savings or incur

1 debt to keep their offices afloat and their families fed during the years-long litigation); and that a  
2 failure to fully compensate for the enormous risk in bringing even a wholly meritorious case  
3 would effectively immunize large or politically powerful defendants from being held to answer  
4 for constitutional deprivations, resulting in harm to the public. (We refer to these factors below  
5 as ‘contingency and delay’ factors.)”

6 Indeed, as of September 17, 2025 when Plaintiff Snookal filed the Motion, Plaintiff’s  
7 counsel had invested over 1,300 hours and advanced \$155,277.39 for litigation costs. Had  
8 Plaintiff lost, it would have been a significant economic loss. Moreover, the delay in receiving  
9 any compensation has been extraordinary, as Plaintiff’s counsel has been working on this matter  
10 for over two years without payment. As the court in *Bronshteyn* stated (and quoting the trial  
11 court), “The justifications were that counsel took the case on a contingency basis and that work  
12 on it precluded other employment. ‘[P]laintiff’s counsel rolled the dice and the dice could well  
13 have come up against them. Had that occurred, counsel would have been left with years of work  
14 and nothing (financially) to show for it.’ Based on these factors, the court aswarded a 1.75  
15 multipler for fees incurred up to and including the jury verdict, and a 1.25 enhancement for hours  
16 worked after the verdict.” *Supra* 114 Cal.App.4<sup>th</sup> at p.545.

17 In *Greene v. Dillingham Construction, N.A., Inc.* (2002) 101 Cal.App.4th 418, the Court  
18 dispensed with the arguments made by Defendants here, that *Weeks v. Baker & McKenzie*  
19 (1998) 63 Cal.App.4th 1128 and *Flannery v. California Highway Patrol, supra*, 61 Cal.App.4th  
20 629 had “eliminated contingent risk as one of the factors to consider in imposing a multiplier.”  
21 The *Greene* court stated: “Apparently the trial court concluded that, at least as to FEHA cases,  
22 this was the holding of *Weeks*. Having the benefit of the more definitive statement on the subject  
23 contained in *Ketchum*, we must disagree.” *Greene* at p. 427.

24 Defendant argues that a multiplier would constitute a “windfall” or “double-dipping.”  
25 (Def. Opp. at pp. 14-18.) Nothing could be further from the truth, and Defendant has absolutely  
26 no basis for this baseless assertion. Defendant does not know the scope of the retainer agreement  
27 with Plaintiff Snookal. Contrary to Defendant’s characterization of a multiplier as a “windfall,”  
28 “[i]t must be remembered that an award of attorney fees is not a gift. It is just compensation for

1 expenses actually incurred in vindicating a public right.” *Sundance v. Municipal Court* (1987)  
2 192 Cal.App.3d 268, 273, and for the contingent risk and delay factors. *Horsford, supra*.  
3 Moreover, as the Court in *Greene v. Dillingham Construction, N.A., Inc.* (2002) *supra* at pp.  
4 426-427 stated:

5 “In FEHA cases, the trial court has the discretion to apply a multiplier or fee  
6 enhancement to the lodestar figure to take into account a variety of factors, including the  
7 quality of the representation, the novelty and difficulty of the issues presented, the results  
8 obtained and the contingent risk involved. (*Flannery v. California Highway Patrol*  
9 (1998) 61 Cal.App.4th 629...; *Serrano III, supra*, 20 Cal.3d at pp. 48–49...) In *Ketchum v.*  
10 *Moses* (2001) 24 Cal.4th 1122, 1132..., our Supreme Court explained that the purpose of  
11 a multiplier ‘is to fix a fee at the fair market value for the particular action. In effect, the  
12 court determines, retrospectively, whether the litigation involved a contingent risk or  
13 required extraordinary legal skill justifying augmentation of the unadorned lodestar in  
14 order to approximate the fair market rate for such services....[¶]...[The multiplier] for  
15 contingent risk [brings] the financial incentives for attorneys enforcing important  
16 constitutional rights...into line with incentives they have to undertake claims for which  
17 they are paid on a fee-for-services basis.’ **The Court further noted that applying a fee**  
18 **enhancement does not inevitably result in a windfall to attorneys:** ‘Under our  
19 precedents, the unadorned lodestar reflects the general local hourly rate for a fee-bearing  
20 case; it does not include any compensation for contingent risk, extraordinary skill, or any  
21 other factors a trial court may consider under *Serrano III*. The adjustment to the lodestar  
22 figure, e.g., to provide a fee enhancement reflecting the risk that the attorney will not  
23 receive payment if the suit does not succeed, constitutes earned compensation; unlike a  
24 windfall, it is neither unexpected nor fortuitous. **Rather, it is intended to approximate**  
25 **market-level compensation for such services, which typically includes a premium**  
26 **for the risk of nonpayment or delay in payment of attorney fees.”** (*Ketchum*, at p.  
27 1138) (emphasis added).

28 Here, the contingent risk was substantial. Plaintiff Snookal contacted numerous plaintiff

1 attorneys to represent him, and a handful “never let [him] past their initial screening process.”  
2 (Snookal Decl. ¶ 6). Moreover, 7 or 8 attorneys specifically declined to represent him because  
3 “the case would take too long, the case would be too complex, and/or they were concerned that  
4 Chevron USA, Inc. would refuse to ever settle because of their size and resources.” (*Id.*) The  
5 market’s perception of the risk involved—evidenced by multiple attorneys declining the case—  
6 underscores that this was a high-risk undertaking. Plaintiff’s counsel undertook this complex  
7 case on a full contingency basis, receiving no payment for over two years, and invested over  
8 1,300 hours (representing approximately 25-30% of the lead attorneys’ annual capacity) and  
9 advanced \$155,277.39 in costs.

10 The novelty and difficulty of the issues presented further support a 2.0 multiplier. This  
11 case involved a novel and difficult legal issue—prevailing against a “direct threat” affirmative  
12 defense asserted by a major corporation like Chevron under Cal. Code Regs., tit. 2, § 11067. At  
13 trial, Defendant made repeated references to purported threats such as sea pirate attacks,  
14 kidnappings by Boko Haram, fire, explosions, a “ticking time bomb” in Mr. Snookal’s chest, and  
15 even the threat of mass casualties and environmental disaster. Nonetheless, the jury unanimously  
16 concluded that Mr. Snookal’s disability did not pose an imminent and substantial threat to  
17 himself or to others, and awarded him a multi-million dollar verdict.

18 The exceptional results obtained showcase the quality of representation and justify a 2.0  
19 multiplier. The \$4,000,000 unanimous 8 person jury verdict is more than five times Defendant’s  
20 Rule 68 offer and ranks as the 15th highest disability discrimination verdict by the Daily Journal  
21 out of 281 recorded verdicts (which includes multi-plaintiff and class actions verdicts and  
22 settlements). (Flechsigs Decl. ¶30; Docket #126). This victory also enforces a fundamental public  
23 policy against disability discrimination.

24 Finally, the extent to which the litigation precluded other work supports a 2.0 multiplier.  
25 The hours incurred in this case through the filing of the motion, by Ms. Flechsigs and Ms. Leal  
26 alone total over 1100 hours representing approximately 25-30% of counsel’s total working  
27 capacity over the course of a year. (Motion for Attorney fees: Flechsigs Decl. ¶17; Leal Decl.  
28 ¶27). The amount of time invested substantially precluded other work, and further justifies a 2.0

multiplier of the lodestar amount. (Leal Decl. ¶¶30, 35, Docket #126) .

Defendant’s argument that the time investment did not preclude other work is specious. (Def. Opp. at pp. 17-18.) Defendant’s calculation ignores the reality that trial preparation requires intensive, focused work that necessarily precludes taking on new matters. Ms. Leal and Ms. Flechsig attest that for approximately two months in July and August 2025, through the conclusion of trial, they could not “consider” taking on prospective new clients and had to “delay progress” on existing cases. (Leal Decl. ¶ 30; Flechsig Decl. ¶ 35 Docket #126). This is not merely a “natural consequence of litigating any matter through trial” as Defendant suggests—it is a significant economic sacrifice that warrants compensation through a multiplier.

Plaintiff respectfully requests the Court grant a 2.0 multiplier to the lodestar amount.

**V. APPORTIONMENT IS IMPROPER BECAUSE PLAINTIFF’S CLAIMS WERE INEXTRICABLY INTERTWINED**

Defendant argues that Plaintiff’s fee award must be further reduced by 50% to account for time allocated to his unsuccessful age discrimination, failure to accommodate, and wrongful constructive discharge claims. (Def. Opp. at pp. 12-14.) This argument is without merit. Plaintiff’s claims—both successful and unsuccessful—arose from a common core of facts related to his employment, his qualifications, and Chevron’s decision to rescind his job offer. The discovery, witness preparation, and legal research for the successful disability discrimination claim were the same as or substantially overlapped with the work done for the other claims.

The age discrimination claim, failure to accommodate claim, and wrongful constructive discharge claim are so intertwined with the disability discrimination claim that they cannot be segregated. All of these claims arose from the same set of facts and course of conduct: Chevron’s rescission of Mr. Snookal’s job offer in Escravos, Nigeria, and the subsequent treatment of Mr. Snookal (his applications for several other positions which were given to other/younger persons) and his ultimate resignation because he no longer saw a future with Chevron. The discovery conducted, the witnesses deposed, and the documents reviewed were necessary for all claims and served to support the successful disability discrimination claim.

Indeed, in *Greene v. Dillingham Construction N.A.*, 101 Cal.App.4th 418, 423 (2002), where the Plaintiff prevailed on his racial harassment claim, but not on his claims for



1 discrimination and retaliation, the Court stated:

2 “The court also agreed with Greene’s contention that the harassment and discrimination  
3 claims were so intertwined that a further allocation of fees between successful and  
4 unsuccessful claims was not possible because the claims were based on the same set of  
5 facts and course of conduct. The trial court was in the best position to understand the  
6 relationship between the claims and to determine whether time spent on a related claim  
7 contributed to Greene’s objectives at trial.”

8 The *Greene* Court granted fees of \$1,095,794.55 and reversed the case insofar as the trial court  
9 denied Greene’s request for a multiplier.

10 Similarly, in *Taylor v. Nabors Drilling USA, LP*, 222 Cal.App.4th 1228 (2014), the Court  
11 held that apportionment is not required where claims are factually intertwined, even if some  
12 claims are unsuccessful. The trial court is in the best position to assess the relationship between  
13 the claims and to determine whether time spent on a related claim contributed to the plaintiff’s  
14 objectives.

15 Here, the trial court is in the best position to understand the relationship between the  
16 claims and to determine whether minimal time spent on the age discrimination, failure to  
17 accommodate, and wrongful constructive discharge claims contributed to Mr. Snookal’s  
18 objectives at trial. The evidence and legal work supporting these claims was necessary for and  
19 directly contributed to the successful prosecution of the disability discrimination claim. As such,  
20 apportionment is improper, and Defendant’s request for a 50% reduction should be denied.

21 **VI. PLAINTIFF HAS WAIVED HER REQUEST FOR COSTS FOR TWO ITEMS**  
22 **CHALLENGED BY DEFENDANT EXCEPT THE MEDIATION COST**

23 Defendant argues that Plaintiff cannot recover certain requested costs totaling \$8,279.30,  
24 specifically: (1) the mediator’s fee of \$7,950; (2) “Exhibits - Thalia Tse” of \$19.30; and (3)  
25 parking charges of \$310. (Def. Opp. at pp. 18-20.) Defendant also argues that Plaintiff’s request  
26 for costs should be denied entirely because Plaintiff failed to timely file an Application to the  
27 Clerk to Tax Costs (form CV-59) pursuant to Local Rule 54-2.1. (Id. at p. 18.)

28 First, Defendant’s procedural argument fails. While Plaintiff acknowledges that the



1 administrative error in not timely filing form CV-59 was unintentional, Defendant has not been  
2 prejudiced. (Leal Decl. ¶16). Plaintiff and Defense counsel met and conferred regarding the costs  
3 being sought, and Ms. Fan advised Plaintiff's counsel that they were challenging three items: the  
4 mediation fee (\$7,950), parking costs (\$310), and duplication costs (\$19.30) for witness Thalia  
5 Tse. (*Id.*) Plaintiff is concurrently filing the Application to the Clerk to Tax Costs (form CV-59)  
6 to cure any procedural defect. Plaintiff waives the parking and duplication costs. In addition, a  
7 cost not contested by defense was \$55.12 for messenger fees. Plaintiff also waives this amount.  
8 As such, the costs with these three items waived total \$154,892.97. (Leal Decl. ¶18).

9 **A. Mediation Fee**

10 Defendant challenges the request for the cost of mediation (\$7,950) arguing that "private  
11 mediation is not mandatory nor necessary to the litigation." (Def. Opp. at p. 19) This is incorrect.  
12 On August 8, 2023, the Court issued its "Notice to Parties of Court-Directed ADR Program."  
13 (Docket #6; Leal Decl. ¶19). As a result, both counsel agreed to engage in private mediation and  
14 selected Angela Reddock-Wright as the mediator. The mediation occurred on June 25, 2024.  
15 (Leal Decl. ¶19)

16 Plaintiff respectfully requests that the Court award the full amount of costs in the amount  
17 of \$154,892.97.

18 **VII. ATTORNEY FEES INCURRED SINCE FILING THE MOTION FOR**  
19 **ATTORNEY FEES**

20 Since filing the motion for attorney fees, Plaintiff Snookal's counsel has expended further  
21 time on this matter - 31.6 hours for Ms. Leal and 32.70 for Ms. Flechsig. (Leal Decl. ¶21, Exh.  
22 3). Plaintiff Snookal respectfully requests an additional lodestar of \$59,175.00 and a 2.0  
23 multiplier for the reasons set forth in Plaintiff's Motion for Attorneys fees and this Reply.

24 **VIII. CONCLUSION**

25 The "experienced trial judge is the best judge of the value of professional services  
26 rendered in his court, and while his judgment is of course subject to review, it will not be  
27 disturbed unless the appellate court is convinced that it is clearly wrong"—meaning that it  
28 abused its discretion. *Taylor v. Nabors Drilling USA, LP* (2014) 222 Cal.App.4th 1228, 1249.

1 Plaintiff Mark Snookal obtained a \$4,000,000 in an 8 person unanimous jury verdict on  
2 his disability discrimination claim after a hard-fought four-day trial. The lodestar amount of  
3 \$1,124,050.50<sup>3</sup> requested in the motion for attorneys fee reflects reasonable hourly rates charged  
4 by experienced employment law practitioners in the Los Angeles legal community and  
5 reasonable hours necessitated by Defendant's obstructive discovery tactics and aggressive  
6 litigation strategy. The requested 2.0 multiplier is warranted by the contingent risk undertaken by  
7 counsel, the novelty and difficulty of prevailing against Defendant's direct threat defense, the  
8 exceptional result obtained, the preclusion of other employment during the intensive litigation,  
9 and the over two-year delay in payment. Plaintiff's claims were inextricably intertwined, making  
10 apportionment improper. The requested costs set forth in the CostApplication to the clerk to Tax  
11 Costs were reasonably and necessarily incurred in prosecuting this case to a successful  
12 conclusion.

13 For the foregoing reasons, Plaintiff Snookal respectfully requests his motion for  
14 attorneys' fees be granted in the lodestar amount of \$1,122,130.50 with a 2.0 multiplier for a  
15 total of \$2,244,261.00 in attorneys' fees, and \$154,892.97 in costs.

16  
17 DATED: October 30, 2025

ALLRED, MAROKO & GOLDBERG

18  
19 By: 

DOLORES Y. LEAL  
OLIVIA FLECHSIG  
Attorneys for Plaintiff,  
MARK SNOOKAL

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28 <sup>3</sup> After deducting the 1.6 hours for attorney Karis Stephen and 1 hour for Dolores Leal (total of  
\$1920.00), the total lodestar is **\$1,122,130.50**.